

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Apex Medical Corporation		06/26/2006	CORPORATION: SOUTH DAKOTA
RECEIVING PARTY DATA			
Name:	Guaranty Business Credit Corporation		
Street Address:	333 S. Grand Ave., Suite 1650		
Internal Address:	Attn: Portfolio Manager		
City:	Los Angeles		
State/Country:	CALIFORNIA		
Postal Code:	90071		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1936367	BED BUDDY	
CORRESPONDENCE DATA			
Fax Number:	(213)443-2926		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	(213) 617-5493		
Email:	jcravitz@sheppardmullin.com		
Correspondent Name:	Sheppard, Mullin, Richter & Hampton, LLP		
Address Line 1:	333 S. Hope St., 48th Floor		
Address Line 2:	Attn: J. Cravitz		
Address Line 4:	Los Angeles, CALIFORNIA 90071		
ATTORNEY DOCKET NUMBER:	084L-101455		
NAME OF SUBMITTER:	Julie Cravitz		
Signature:	/julie cravitz/		

TRADEMARK

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Date:

06/28/2006

Total Attachments: 5

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FIRST AMENDMENT TO
PATENT AND TRADEMARK SECURITY AGREEMENT

THIS FIRST AMENDMENT TO PATENT AND TRADEMARK SECURITY AGREEMENT (this "First Amendment"), dated as of June 26, 2006, is entered into by APEX MEDICAL CORPORATION, a South Dakota corporation (the "Debtor") in favor of GUARANTY BUSINESS CREDIT CORPORATION, a Delaware corporation (the "Secured Party"), with reference to the following facts:

RECITALS

A. The Debtor and the Secured Party are parties to the Patent and Trademark Security Agreement, dated as of November 8, 2002 (the "Patent and Trademark Security Agreement"), pursuant to which the Debtor granted the Secured Party a security interest in all of its Patents, Trademarks and related Collateral as security for the Obligations.

B. The Patent and Trademark Security Agreement makes reference to a Loan and Security Agreement, among Secured Party, the Lenders and the Debtor, dated as of October 11, 2002, (as the same may be amended, restated, replaced or superseded, collectively, the "Loan Agreement")

C. Since the filing of the Patent and Trademark Security Agreement, the Debtor has acquired additional Trademarks and Patents.

D. The Debtor and the Secured Party wish to amend the Patent and Trademark Security Agreement to add these new Patents and Trademarks to Schedule A and Schedule B, respectively, to the Patent and Trademark Security Agreement in order to make such Patents and Trademarks part of the Collateral under the Patent and Trademark Security Agreement.

NOW, THEREFORE, the parties hereby agree as follows:

2. Defined Terms. Any and all initially capitalized terms used in this First Amendment (including, without limitation, in the recitals hereto) without definition shall have the respective meanings specified in the Patent and Trademark Security Agreement. The Patent and Trademark Security Agreement is hereby amended such that the definitions set forth in this First Amendment shall be incorporated therein by this reference.

3. Addition of New Patents. Schedule A to the Patent and Trademark Security Agreement is hereby amended and supplemented by including the Patents identified in Exhibit A to this First Amendment as Patents and as part of the Collateral under the Patent and Trademark Security Agreement.

4. Addition of New Trademarks. Schedule B to the Patent and Trademark Security Agreement is hereby amended and supplemented by including the Trademarks identified in Exhibit B to this First Amendment as Trademarks and as part of the Collateral under the Patent and Trademark Security Agreement.

5. No Other Amendments. Except as expressly amended hereby, the Patent and Trademark Security Agreement shall remain unaltered and in full force and effect.

[signature page follows]

IN WITNESS WHEREOF, the parties have entered into this First Amendment by their respective duly authorized officers as of the date first above written.

The Debtor:

APEX MEDICAL CORPORATION, a
South Dakota corporation

By: [Signature]
Name: Wallie Brown
Title: Vice Pres controller

The Secured Party:

GUARANTY BUSINESS CREDIT
CORPORATION, a Delaware corporation

By: [Signature]
Name: John D. Watkins
Title: Vice President

EXHIBIT A

PATENTS

TITLE	COUNTRY	APPLICATION NO. AND DATE	PATENT NO. AND DATE
Therapeutic Pillow and Method	USA	08/199,386 - dated 2/18/94	5,375,278 - dated 12/27/94
Therapeutic Pillow and Method	USA	08/356,448 - dated 12/14/94	5,584,086 - dated 12/17/96
Heat Pack	USA	29/018,350 - dated 2/4/94	D380,050 - dated 6/17/97

EXHIBIT B

TRADEMARKS

MARK	COUNTRY	APPLICATION NO. AND DATE	REGISTRATION NO. AND DATE
Bed Buddy	USA	74461259 - dated 11/22/93	Reg. No. 1936367 - dated 11/21/95